

**Official Rules for the Hot Topic & Warner Bros.**

***Fantastic Beasts Flyaway TikTok Sweepstakes (“Sweepstakes”)***

**No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.**

**ALL ENTRANTS AGREE TO RESOLVE ANY DISPUTE BY BINDING ARBITRATION AND SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (EXCLUDING DISPUTES REFERENCED IN SECTION 13). THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

- 1. Eligibility.** The Sweepstakes is open only to legal residents of the United States who reach the age of majority<sup>1</sup> in their state by the Sweepstakes start date. Employees of Hot Topic, Inc. (“Sponsor”), Universal City Development Partners, Ltd. d/b/a Universal Orlando Resort (“Universal Orlando”), Universal City Studios, LLC d/b/a Universal Studios Hollywood (“Universal Studios Hollywood”) (Universal Orlando and Universal Studios Hollywood collectively, “Universal”) and their respective subsidiaries, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
- 2. Entry Period.** The Sweepstakes begins at 12:00 PM Pacific Time on April 11, 2022, and ends at 11:59 PM Pacific Time on April 30, 2022 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
- 3. How to Enter.** During the Entry Period, you must: (1) “duet”<sup>2</sup> the *Fantastic Beasts* trivia TikTok video posted on the @HotTopic TikTok account on April 11, 2022 around 12:00 PM Pacific Time (the “Video”) with answers to all 3 questions (your “Duet”); (2) include your Hogwarts House via either the #FB3Gryffindor, #FB3Hufflepuff, #FB3Slytherin, or #FB3Ravenclaw hashtag in the caption of your Duet; and (3) tag @HotTopic and use the hashtags #FantasticBeastsFlyaway #Sweepstakes in the caption of your Duet. If you would like to enter the Sweepstakes without posting a Duet TikTok video, you may visit [www.hottopic.me/HTxFBSweeps](http://www.hottopic.me/HTxFBSweeps) and complete the entry form during the Entry Period to receive one (1) entry. The entry form will request the following information: (i) first and last name; (ii) date of birth; (iii) email address; (iv) consent to the Official Rules; and (v) TikTok username, if applicable. There is a limit of one (1) entry per person regardless of which entry method is used. You may not use an agency or any automated system to enter, and Sponsor reserves the right to disqualify any entries received through those methods, as determined by Sponsor, in its sole discretion. By entering, you indicate your full agreement to

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<sup>1</sup> The age of majority is 18 for all states except for: Alabama (19), Arkansas (18 or graduation from high school, whichever is later), Delaware (19), Mississippi (21), Nebraska (19), Nevada (18, or if still in high school at 18, 19 or graduation, whichever comes sooner), Ohio (18 or graduation from high school, whichever comes first), Tennessee (18 or graduation from high school, whichever is later), Utah (18 or graduation from high school, whichever is earlier), Wisconsin (18, or if still in high school at 18, 19 or graduation, whichever comes sooner), and Puerto Rico (21).

<sup>2</sup> The duet feature on TikTok allows you to post your video side-by-side with a video from another creator on TikTok. A duet contains two videos in a split screen that play at the same time. Keep in mind, you must have a public account to allow Sponsor to view your Duet. By entering this Sweepstakes, you agree that your Duet submitted as part of the Sweepstakes is original in nature and not subject to copyright claims by any third party and any Duet entries that fail to meet this standard are disqualified.

these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

4. **Drawing.** On or about May 7, 2022, Sponsor will select one (1) grand prize winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received. Sponsor will attempt to notify the potential winner within three (3) business days of the drawing.
5. **Potential Winner Requirements.** Except where prohibited, a potential winner may be required to complete and return a declaration of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, and time permits, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only one (1) alternate potential winner may be contacted.
6. **Prizes.** The following prizes will be awarded:

One (1) winner will receive the items featured in the Post, which includes:

- A trip for the winner and up to three (3) guests to **winner's choice of either.**

**Option (a) (total ARV \$4,402.11 USD)**

- Universal Orlando Resort in Orlando, FL, including round-trip economy class air transportation from a major commercial airport near the winner's home (as determined by Universal Orlando, in its sole discretion) for winner and three (3) guests to Orlando, FL;\*
- Three (3) nights standard hotel accommodation (one (1) room, quadruple occupancy — room and tax only) at Universal's Cabana Bay Beach Resort or at another Universal Orlando Resort hotel (as determined by Universal Orlando, in its sole discretion);
- Non-exclusive ground transportation to and from airport and hotel in Orlando, FL; and
- 3-Park 3-Day Park-to-Park tickets for admission to Universal Studios Florida, Universal's Islands of Adventure and Universal's Volcano Bay Water Theme Park for the winner and up to three (3) guests ("Universal Orlando Resort Prize").

**OR**

**Option (b) (total ARV \$4,626.00 USD)**

- Universal Studios Hollywood in Hollywood, CA, including round-trip economy class air transportation from a major commercial airport near the winner's home (as determined by Universal Studios Hollywood, in its sole discretion) for winner and three (3) guests to Los Angeles, CA;\*\*
- Two (2) nights standard hotel accommodation (one (1) room, quadruple occupancy — room and tax only) at Sheraton Universal Hotel (or at another nearby hotel as determined by Universal Studios Hollywood, in its sole discretion);
- Non-exclusive ground transportation to and from airport and hotel in Los Angeles, CA; and
- Two (2) days general admission tickets to Universal Studios Hollywood for the winner and up to three (3) guests ("Universal Studios Hollywood Prize") (Universal Orlando Resort Prize and Universal Studios Hollywood Prize collectively, the "Trip Prize").

- A \$500 Hot Topic gift card (ARV \$500.00 USD)

The total Actual Retail Value (ARV) of all prizes (dependant on winner's choice) totals either: (a) \$4,902.11 USD for the Universal Orlando Resort Prize; or (b) \$5,126.00 USD for the Universal Studios Hollywood Prize. The winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred prior to award and must be accepted as awarded. The winner may not request cash or a substitute prize; however, Sponsor and/or applicable prize provider reserves the right to substitute a prize with another prize of equal or greater value if the advertised prize is not available for any reason, as determined by Sponsor, in its sole discretion.

In connection with any visit to Universal Orlando Resort and/or Universal Studios Hollywood, please be advised that Universal's policies, CDC guidelines, and the recommendations of health officials must be followed. In addition, guests should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting any Universal destination. **Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Universal cannot guarantee that any person will not be exposed during a visit.**

\*For a winner who is a Florida resident and selects the Universal Orlando Resort Prize, air transportation may be substituted with another method of transportation by Universal Orlando, in its sole discretion. Winner will be responsible for ground transportation to/from the airport at point of origin.

\*\*For a winner who is a California resident and selects the Universal Studios Hollywood Prize, air transportation may be substituted with another method of transportation by Universal Studios Hollywood, in its sole discretion. Winner will be responsible for ground transportation to/from the airport at point of origin.

7. **Odds of Winning.** Odds of winning depend on the number of eligible entries received.
8. **General Conditions.** The Trip Prize must be completed by April 30, 2023 or it will be forfeited. Travel dates and arrangements are subject to air travel, holiday, blackout dates, and other prize and travel restrictions. Travel dates are subject to Universal and Sponsor approval. Reservations are subject to availability. Trip must be booked at least sixty (60) days prior to intended departure date. If the winner elects to partake in any or all portions of his/her Trip Prize with fewer than the allotted number of guests or no guests, the Trip Prize will be awarded to the winner and each participating guest, and any remainder of the Trip Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Trip Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. If the winner is between the ages of eighteen (18) and twenty-one (21), he/she must be accompanied by an adult of at least twenty-one (21) years of age in order to check into the hotel. Unless child or ward of the winner or one of the allotted guests, each guest must be eighteen (18) years of age or older as of the date of departure and must travel on the same itinerary and at the same time as the winner. ARV of the Trip Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Trip Prize will not be awarded. The Trip Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, baggage, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Trip Prize and all such expenses are the sole responsibility of the winner. The winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, baggage fees, and security charges. The winner and guests are responsible for obtaining, at their own expense, any necessary travel documentation (i.e., valid photo identification, visas, passports, etc.) prior to travel. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stop-overs are not permitted. Travel arrangements must be made through Universal. All parts of the Trip Prize selected are subject to availability and blackout dates, and

subject to change without written notice or warning. Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen, or foreseeable at the time this promotion occurs, render the redemption or fulfillment of some or all of the prize delayed, hindered, adversely affected, impracticable, or impossible, Universal, in its sole and absolute discretion, reserves the right to evaluate and make modifications to the redemption and fulfillment processes and timelines for the Trip Prize or portion of the Trip Prize that Universal is responsible for, which may include, but is not limited to, providing additional time for redemption and/ or fulfillment. Should the prize become unavailable, experiences and items of a similar nature and value may be offered. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the TikTok account used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

9. **Release and Limitations of Liability.** By entering, you agree to release the Sponsor, Universal Orlando, Universal Studios Hollywood, and each of their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors that may affect the Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes; or (f) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys' fees or other legal costs. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
10. **Privacy and Publicity.** Any information you submit as part of the Sweepstakes will be used in accordance with Sponsor's [Privacy Policy](#). Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

**Disputes.** As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree: (a) to release the Released Parties from any and all liability, loss, or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of the Prize or any travel related thereto. Excluding Universal Orlando Resort Prize Claims and Universal Studios Hollywood Prize Claims (as defined below), any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by a single arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Commercial Arbitration Rules of the American Arbitration Association ("AAA") located at [www.adr.org](http://www.adr.org). The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the AAA Rules and

Procedures. The arbitrator shall apply the laws of the State of California consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. The prevailing party shall be entitled to an award by the arbitrator of reasonable attorneys' fees and other costs reasonably incurred in connection with the arbitration.

11. **Winner's List.** To request the name of the winner, send a self-addressed, stamped envelope to Hot Topic, Inc., Attention: Social Media, 18305 E. San Jose Ave., City of Industry, California 91748. Requests must be received by May 7, 2023.
12. **Sponsor.** The Sweepstakes is sponsored by Hot Topic, Inc., 18305 E. San Jose Ave., City of Industry, California 91748.
13. **Prize Providers.** Universal Orlando and Universal Studios Hollywood are prize providers only in this Sweepstakes, are not sponsors of this Sweepstakes, and are not responsible for the administration of the Sweepstakes, the collection of the entries, or the conduct of the draws. Any disputes, claims, and causes of action against Universal Orlando Resort arising out of, or relating to any person's use of, or participation in any portion of the Universal Orlando Resort Prize involving Universal Orlando Resort ("Universal Orlando Prize Claims") shall be resolved by applying the laws of Florida, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in state or federal courts within Orange County, Florida. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees. Any disputes, claims, and causes of action against Universal Studios Hollywood arising out of, or relating to any person's use of, or participation in the Universal Studios Hollywood Prize involving Universal Studios Hollywood ("Universal Studios Hollywood Prize Claims") shall be fully and finally adjudicated by binding arbitration to the fullest extent allowed by law ("Arbitration") in Los Angeles, California. The Arbitration shall be administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedure of JAMS (available at [www.jamsadr.com/rules-streamlined-arbitration/](http://www.jamsadr.com/rules-streamlined-arbitration/)) or subsequent versions thereof, including the optional appeal procedure.